

OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.
6. Onsite
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.
7. Enhanced Depot
Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange
In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot
Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.
IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.
18. If applicable, software maintenance and support services will be provided in accordance with the *Software Support & Hosting Services Terms* found at www.scantron.com/legal/terms.

ONSITE MAINTENANCE OVERVIEW

Harland Technology Services is the sole-source provider of maintenance and replacement parts for Scantron scanning equipment. Our onsite maintenance coverage offers you the highest level of service to ensure the uptime of your scanner. We respond onsite to all service calls between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Harland Technology Services' recognized holidays.

Each of our Field Service Technicians is supplied with a representative inventory of parts. If they do not have a part locally, it will be air expressed from our Support Center and arrive the next morning. All charges for travel, labor and parts are included as part of this service. The number to place hardware maintenance calls is 800-824-2023.

Harland Technology Services will perform annual preventive maintenance and cleaning inspections on the scanner. During our scheduled preventive maintenance routines, we completely clean and inspect the entire scanner and replace any worn parts. A general overview of our preventive maintenance check list includes:

- Complete scanner cleaning (inside and outside)
- Inspect and tighten cable connectors
- Listen for and solve all unusual system noises
- Inspect scanner for unusual heat exposure
- Replace worn rollers and belts
- Recalibrate read heads
- Adjust light source intensity
- Review speed and accuracy of the scanner
- Review scanner performance with operations personnel

By thoroughly cleaning and inspecting the equipment, we practice our philosophy of "fix it before it breaks."

The Scantron assistance center provides software support and technical assistance between the hours of 7:30 a.m. and 6:30 p.m. CT, Monday through Friday, excluding holidays. The toll-free number is 800-445-3141.

Hi Debbie,

Jackie Groe

The school can purchase these scanners outright. The cost to purchase scanner(s) outright is \$500 per scanner and once purchased they would be a "owned" scanner by the school and they can purchase a maintenance agreement for the scanners or they can choose to not have a maintenance agreement and pay on a time and material basis when service is needed. [Show details](#)

• If they decide to go time and materials: I have provided the options and costs associated with that above (please see the three attachments included). One is for Depot service in which the school would send the scanner in to Scantron for repair, one is for on-site service where a technician would come to the school to repair and the third is for phone support if the problem does not require a service technician.

• If they decide to purchase a maintenance agreement: One example of a maintenance type and cost for this scanner is Depot Maintenance and the cost for that service for a year is \$302. If you would like to receive a list/cost of all possible maintenance contracts that would be available for your scanners if purchased please contact:

- CONTACT NAME: Patrice Gomez
- PHONE NUMBER: 1-800-228-3628 x3117
- EMAIL: Patrice.Gomez@harlandis.com

Please let me know if you have any questions.

Thank you!!

Jackie

Jackie Groe
Customer Service Specialist
800-722-6876 x6265
800-776-6644(FAX)

Scantron Corporation
Attn: Standard Forms Sales
1313 Lone Oak Rd
Eagan, MN 55121
|PH| 800.722.6876
|F| 800.776.6644
www.scantron.com

3 Attachments



W OMR Depot (Singl...



W OMR Onsite (Sing...



W Telephone Suppo...

Jackie Groe
to me

Oct 21 (6 days ago)

Good morning Debbie,

I was just checking back with you to see if the school has decided to purchase the obligation in forms that is needed to receive service, purchase the scanner that they currently have or to return the scanner. Please advise at your earliest opportunity.

Thank you!

Jackie

From: Jackie Groe
Sent: Thursday, October 08, 2015 4:57 PM
To: dferris@spusd.net
Subject: Scantron Purchase "Loan to Own" Program

Purchase Order

Form No. 502-083

THIS PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE : P.O. # **1600001396** Page: 1

DATE ISSUED 04/21/2016	ACCT PAYABLE PHONE NO. EXT.	BID/QUOTE/CONTRACT NO	QUOTE BY	DELIVERY HOURS	DUE DATE 04/21/2016	
BUYER Femis, Debbie - SPUSD	BUYER FAX NO 626-441-5825	VENDOR NO H000000237	VENDOR PHONE NO 800 228-3628	VENDOR FAX NO 402 697-3350	FOB DES	
BUYER PHONE NUMBER 626-441-5820 EXT.	REQUESTOR NAME	PO TERMS Due Immediately	WAREHOUSE INSTRUCTIONS (DELIVER TO) So. Pasadena HS	SHIP TO So. Pasadena HS 1401 Fremont Avenue South Pasadena CA 91030	DISTRICT NO 65029	
SOUTH PASADENA USD 1020 El Centro Street South Pasadena CA 91030-3189			HARLAND TECHNOLOGY SERVICES PO BOX 93038 CHICAGO IL 60673-3038		FISCAL YEAR 15-16	
LINESCHD ITEM DESCRIPTION			QTY	UNIT	COST	EXTENSION
1 - 1 ONSITE MAINTANANCE AGREEMENT#00237860, FOR 2 SCANTRON MACHINES.			2.00	EA	663.0000	1,326.00

01.0-000000.0-000000-27000-5890-2000000 -RC: \$ 1,326.00

BOARD APPROVED: _____

Pending

Sub Total 1,326.00
 Total Tax Amount 0.00
 Total Frt Amount 0.00
 Total PO Amount 1,326.00

Recvt# 32918

D. J. J.

4-28-16

E-MAILED
 4/26/16

Dana Smith
 AUTHORIZED/APPROVAL SIGNATURE

Dana Smith
 Director of Fiscal Services